

DeWitt

Teamsters #238 (Public Works)

7/1/2005 6/30/2008

DEWITT PUBLIC WORKS DEPARTMENT AGREEMENT

This Agreement made and entered into as of this first day of July, 2005 by and between the City of DeWitt, Iowa, hereinafter known as the "Employer", or the "City", and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter known as the "Union".

ARTICLE 1

Recognition

The Employer recognizes the Union as the bargaining agent for all regular full-time employees in the following described unit as certified by the Public Employment Relations Board in Case No. 4693 on October 26, 1992.

Included: All regular full-time and regular part-time employees in the public works department employed by the City of DeWitt.

Excluded: All city hall employees, supervisors, and others as excluded by the Iowa Public Employment Relations Act.

The term "regular full-time employee" means an employee who is regularly scheduled to work at least forty (40) hours per week. The term "regular part-time employee" means an employee who is regularly scheduled to work less than forty (40) hours per week. "Temporary employees" are those employees who are hired for a period of six (6) months or less. Regular part-time employees are not eligible for employee benefits. Temporary employees are not covered by this agreement.

There shall be no discrimination, restraint, or coercion by the Employer or the Union for or against any employee because of membership or non-membership in the Union.

The use of the masculine pronoun in this agreement shall include the feminine and vice versa.

ARTICLE 2

Management Rights

The Employer shall retain the sole right and authority to operate and direct the affairs of the Employer and the Public Works Department in all its various aspects, including, but not limited to, all rights enumerated by Section 7 of the Public Employment Relations Act and all rights and authority exercised by the Employer prior to the execution of this agreement. Among the rights retained by the Employer are the rights to manage the Employer's business and to direct the working forces; to plan, direct and control all the operations and services of the Public Works Department; to schedule and assign work; to establish normal work hours; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; the right to hire, examine, classify, promote, train, transfer, assign and retain employees; the right to suspend, demote, discharge or take other disciplinary action for cause against employees; to change or eliminate existing methods, equipment or facilities and to make and enforce rules, policies and regulations. The rights set out above and included in this Section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 3

Work Stoppages

The Union agrees that neither it nor any of its officers, agents, or members will instigate, condone, authorize, or participate in any unlawful work stoppage, strike, slowdown, picketing, boycott, or any other action which will interrupt or interfere with the operation of the City.

The Employer agrees that it will not engage in any lockout of its employees as the result of a labor dispute with the Union.

In the event an employee or employees covered by this agreement cause, instigate or participate in any unlawful work stoppage, strike, slowdown, picketing, boycott or any other action which will interrupt or interfere with operation of the City, the Union agrees that it shall take immediate, affirmative steps with the employee or employees involved to bring about an immediate resumption of normal operations of the City.

In the event an employee or employees covered by this agreement cause, instigate, or participate in any unlawful work stoppage, strike, slowdown, picketing, boycott or any other action which will interrupt or interfere with the operations of the City, then the provisions of the Iowa Public Employment Relations Act shall apply.

ARTICLE 4

Grievance and Arbitration Procedure

A grievance shall be defined as a dispute or disagreement between the Employer and the Union with regard to the interpretation or violation of any of the express written terms and provisions of this Agreement. New employees shall serve a six (6) month probationary period during which time they may be terminated for any reason and shall not be entitled to use the grievance procedure. Grievances shall be processed in the following manner:

Section 1

Step One: The employee shall orally submit said grievance to the Public Works Director (or in his absence to the City Administrator) for adjustment within five (5) calendar days after the occurrence of the event giving rise to the grievance. The Public Works Director shall investigate the grievance and shall give his oral answer within a period of five (5) calendar days of submission of the grievance by the employee. The failure of the Public Works Director to give an oral answer within five (5) calendar days shall be deemed a denial of the grievance and the grievance may be appealed to the next step.

Step Two: If the grievance is not settled in Step One, the Union may present the grievance, in writing, to the City Administrator within seven (7) calendar days after the answer in Step One; or, if no answer was given, within seven (7) calendar days of when it was due, whichever occurs first. The grievance shall be signed by the Union and the employee and shall state specifically the facts of the alleged violation, the specific provisions of the Agreement allegedly violated, and a statement specifying what relief or remedy is requested. The City Administrator shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days of receipt of the grievance from the Union. The failure of the City Administrator to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step Three: If the grievance is not settled in Step Two, the Union may appeal the grievance to arbitration. The Union shall request arbitration by written notice submitted to the City Administrator within five (5) calendar days from the date that the City Administrator's decision was given; or, if no decision was given, within five (5) calendar days of when it was due, whichever occurs first. When a timely request has been made for arbitration, a representative of the Employer and the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of arbitrators. Upon receipt of the list, the

parties' designated representatives shall determine by lot the order of elimination, and thereafter each shall, in that order, alternatively strike a name from the list and remaining person shall act as the arbitrator.

Section 2

The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any manner reserved to the Employer by law or the terms of this agreement. The decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon all parties. Any decision by the arbitrator may not be retroactively applied beyond the date of the occurrence giving rise to the grievance.

Section 3

The Employer and the Union shall share equally any costs of the arbitration procedure, such as the fees and expenses of the arbitrator, and court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

Section 4

At all steps of the Grievance Procedure, after Step 1, the Employer or the Union may be represented by a designated third party representative.

Section 5

The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee or the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 6

The failure by the Employer to reply within the applicable time as specified above shall be deemed a denial of the grievance which may then be appealed to the next step in the procedure.

Section 7

Employee's personnel file will be purged of all disciplinary actions, other than suspensions or disciplinary demotions, after each action reaches an age of two years.

ARTICLE 5

Personnel Policies

Wages, terms and conditions of employment for bargaining unit employees shall be governed by the terms of this agreement and they shall have no right to benefits contained under the Employer's Personnel Policies except as agreed to.

ARTICLE 6

Wages

Section 1

All wages are covered by Appendix No. I of this agreement.

Section 2

A longevity bonus shall be paid in the amount of Six Dollars (\$6.00) per month for each month an employee is employed after two years of employment. Longevity payments shall be paid in a lump sum on November 30th of each year (November 30 to November 30), and shall be issued as a separate check not to be combined with payroll.

Section 3

The pay period for purposes of computing payroll shall start at 12:01 a.m. on Monday and shall end at 12:00 midnight on Sunday. Employees shall be paid semi-monthly on the fifteenth day and the last working day of the month.

ARTICLE 7

Hours of Work

Section 1

This article is intended to set forth the normal work day and the normal work week, but shall not be construed as a guarantee of hours of work per day or per month, or of days of work per month.

Section 2

The normal work week for regular full-time employees shall consist of five (5) eight (8) hour days Monday through Friday. Additional hours may be assigned from time to time to meet the requirements of the Employer. All employees shall normally have a thirty minute unpaid lunch period to be scheduled depending on the work to be performed. All employees shall normally have a fifteen minute paid rest period during the first half and the second half of each shift.

Section 3

Overtime shall be paid at time and one half (1 ½) the employee's base rate for all work in excess of eight (8) hours per day or forty (40) hours per work week. Overtime shall not be pyramided nor paid twice for the same hours worked. In lieu of overtime pay the Employer may grant compensatory time off with pay at the rate of one and half (1 ½) hours for each hour worked in excess of forty (40) hours per work week. Paid leave, vacation time, and holidays shall count as working time for the purposes of determining paid overtime. In a workweek in which compensatory time off is taken, cash overtime will be paid only for hours actually worked in excess of forty (40) hours. Compensatory time may be accumulated up to a maximum of one hundred sixty (160) hours actually worked (two hundred forty (240) hours compensatory time off) and may be carried forward from one fiscal year to the next. Scheduling of compensatory time off shall be by mutual agreement between the employee and the Public Works Director based on work requirements. Employees may request cash for compensatory time earned provided they give the employer at least one weeks notice and the employee will normally receive the pay at the end of the next payroll period after the notice is given.

Section 4

In the event an employee is called back to work, he shall be guaranteed two (2) hours of work at the applicable rate of pay.

Section 5

Employees of the Street Department, Wastewater Department and Water Department, shall be paid \$20.00 per day for standby pay for Friday evenings and evenings prior to holidays, and shall be paid \$30.00 per day for standby pay for Saturdays, Sundays and holidays. Employees who are called in during standby will be paid according to the applicable sections of the contract in addition to standby pay.

ARTICLE 8

Seniority

Section 1

Seniority means an employee's length of continuous full-time service with the Employer since their last date of hire.

Section 2

A new employee shall serve a probationary period of six (6) months. Said probationary period may be extended upon mutual agreement between the Employer and employee. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his seniority will be determined from his date of employment. Probationary employees may be terminated, demoted and laid off for any reason during their probationary period and will have no right to contest such action under the grievance and arbitration procedure.

Section 3

An employee shall lose his seniority and the employment relationship shall be broken and terminated as follows:

1. An employee quits.
2. An accepted employee resignation.
3. Employee is terminated for cause.
4. Falsification on employment application.
5. Employee is laid off and fails to report to work within two (2) calendar weeks after having been recalled.
6. Failure to report for work at the end of leave of absence.
7. Layoff in excess of one (1) year.
8. Absences due to non-occupational illness or injury for more than a period of one (1) year or in the case of occupational illness or injury eighteen (18) months.

Section 4

Employees who are absent shall continue to accumulate seniority for the first one hundred twenty five (125) work days of the absence.

Section 5

The employee's seniority list shall be revised to reflect the employee's seniority status each year.

ARTICLE 9

Layoffs

Section 1

If and when it becomes necessary to reduce the number of employees, consideration will be given to the needs of the Employer, seniority, employees' qualifications, past performance, ability to perform the work required, and the ability to get along with other employees and the public which they serve. Part-time employees shall be laid off prior to full-time employees.

Section 2

Except for emergencies, such as equipment breakdown or weather, a regular employee who is to be laid off for more than one (1) week will be given a five (5) day notice prior to the layoff.

Section 3

No notice will be needed for layoffs of a shorter period caused by lack of work, equipment breakdown, weather, etc.

Section 4

Recall shall be in reverse order of reduction if the employee is qualified to perform the work available.

Section 5

While on layoff, an employee is not eligible for holidays or any other benefits. Vacations, sick leave and seniority do not accrue during a layoff.

ARTICLE 10

Job Postings, Transfers and Promotions

Section 1

All vacancies for regular full-time and regular part-time positions or any newly created positions within the scope of this agreement will be posted on public works employee bulletin boards and shall remain posted for a minimum of five (5) working days, excluding Saturday, Sunday, and holidays. Current employees will be given equal consideration with other applicants for all vacancies. In the selection of an applicant to fill a vacancy, the Employer will consider the following:

1. Qualifications (both physical and mental).
2. Attitude, skill, ability and past performance.
3. Efficiency.
4. Disciplinary record.
5. Length of service

Section 2

A transfer is a movement of an employee to another job within the Public Works Department. Transfers, either voluntarily or involuntarily, will be granted by the Public Works Director.

Section 3

Employees transferred will continue to receive the same fringe benefits and their anniversary date will not change.

Section 4

When an employee is permanently promoted from one job classification to another job classification having a higher wage rate, the employee will be placed on probation for thirty (30) days. A regular full-time employee who vacates a position to accept a promotion and is rejected during the probationary period shall be reinstated to the employee's former position with no loss of seniority or benefits.

ARTICLE 11

Sick Leave

Section 1

Sick leave will be granted to all regular full-time employees on the following basis:

- a. Sick leave can be used only for bona fide sickness or non-work related accidental injury of the employee. Where an employee is injured while working for the employer sick leave may be used for the first 3 days of missed work if those 3 days are not compensated by Workers Compensation. Employer may wait until it is determined if Workers Compensation will compensate employee for first 3 days before paying employee for Sick Leave. Sick leave may be used for doctor and/or dentist appointments which cannot be made during non-work time.
- b. Sick leave with pay shall accumulate at the rate of ten (10) hours per month of continuous employment for each month the employee works ten days or more. Sick leave can accumulate up to a maximum of one hundred twenty-five (125) days (1,000 hours).
- c. Upon return to work from an illness of more than thirty (30) successive working days duration for which the employee uses sick leave, the employee shall accumulate sick leave at double the regular rate until those days of sick leave in excess of thirty (30) days shall be regained. When the days of sick leave are regained, accumulation of sick leave will be at the regular rate.
- d. Employees shall forfeit all accumulated sick leave upon termination from employment for any reason, including voluntary resignation.
- e. Any employee who requests sick leave shall contact the Public Works Director prior to the beginning of the employee's scheduled shift whenever possible.
- f. A physician's statement shall be required for any illness exceeding three consecutive days.
- g. The Public Works Director may order sick leave in the event that he has determined that an employee has exhibited an inability to safely perform his duties. In the case of psychological or emotional concerns, the Public Works Director may require an evaluation prior to the employee's return to work at the Employer's expense.

Section 2

If an employee is absent on sick leave for more than four (4) weeks, another employee shall be temporarily promoted to the job classification of the employee who is on sick leave and shall be paid either his rate of pay or the rate of the employee on sick leave whichever is greater.

ARTICLE 12

Other Leave

JURY DUTY

An employee required to serve as a juror shall receive his regular wages not to exceed eight (8) hours per day or forty (40) hours per week. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employee will report to work within two (2) hours.

MILITARY LEAVE

Any full time employee who requires a military leave will, upon showing his orders to the Public Works Director, be given a paid leave or absence for up to thirty (30) days (Iowa Code 29A.28).

FUNERAL LEAVE

All regular full-time employees shall be allowed paid time off at regular rate of pay, up to but not to exceed three (3) consecutive workdays as normally scheduled for the employee, in the case of death of the employee's parent (in-law), spouse, child, brothers, sisters, for attendance of the funeral and for other purpose directly arising out of said death. In the event of death of an employee's grandparent, brother-in-law, sister-in-law, all regular full-time employees shall be allowed paid time off at the regular rate of pay for up to one (1) day as normally scheduled for attendance at the funeral. In addition to paid funeral leave, employees may apply for up to five (5) days leave without pay.

PERSONAL LEAVE

Regular full-time employees shall receive thirty (32) hours per fiscal year of personal leave with regular pay without explanation. This leave shall be taken in increments of not less than one (1) hour. Personal leave may not be taken unless the Public Works Director is notified by the employee at least one (1) hour, if practicable, prior to the leave. If the Director is not available, the employee's immediate supervisor will be notified.

VOTING TIME

Employees unable to vote because of their work schedule shall be granted paid time off necessary to vote, up to a maximum of one (1) hour.

LEAVE WITHOUT PAY

A leave without pay may be granted by the Public Works Director for illness or other legitimate reasons as determined by the Employer, or as required by Iowa law, provided the granting of such leave does not interfere with the efficient administration of the Public Works Department. Requests shall be made in writing to the Public Works Director at least thirty (30) days in advance when possible.

ARTICLE 13

Vacations

Section 1

All regular full-time employees shall be eligible for vacation on their anniversary date of employment as listed below:

Service Requirement

Vacation Allowance

After one (1) full year of continuous service

Five (5) working days

After two (2) full years of continuous service

Ten (10) working days

After five (5) full years of continuous service

Fifteen (15) working days

After ten (10) full years of continuous service

Twenty (20) working days

After eighteen (18) years of continuous service

Twenty-five (25) working days

Vacations must be taken during the anniversary year, however, vacation may be accumulated and carried over to the next year with the Public Works Director's approval.

Section 2

The rate of vacation pay shall be the employee's regular straight time rate of pay for the day or week for which he would have been regularly scheduled to work.

Section 3

Vacations must be approved by the Public Works Director. The Public Works Director may require rescheduling of vacations when it is necessary for the efficient operation of the Department. An employee desiring a specific vacation period shall post his preference in writing on the department bulletin board for a period of fourteen (14) days on forms supplied by the Employer. If no one with more seniority wants the same period, the employee will be granted their vacation preference. Full-time employees have seniority over part-time employees for choice of vacation periods/time off.

Section 4

If a holiday occurs during the employee's scheduled vacation period, an employee shall be granted an additional vacation day.

Section 5

If the City's work requirements do not permit an employee to take all of his vacation time off, then the City shall pay the employee for any unused vacation time at the end of his anniversary year.

ARTICLE 14

Holidays

Section 1

All eligible regular full-time employees shall be eligible for the following holidays: New Year's Day, Good Friday (1/2 day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Section 2

Regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work; provided, they work the last day prior to the holiday and the first day after the holiday except in cases of excused absences. Holiday pay will be at the normal pay for the day or week for which he/she would have been scheduled to work. If an employee is required to work on a holiday, he/she shall be paid time and one-half (1 ½) in addition to holiday pay.

Section 3

Holidays falling on a Sunday will be observed on Monday. Holidays falling on a Saturday will be observed on Friday. When holidays fall on a Friday-Saturday, the Saturday holiday will be observed on the following Monday and if a holiday falls on a Sunday-Monday, the Sunday holiday will be observed on the preceding Friday.

ARTICLE 15

Insurance

The Employer shall pay no less than 95% of the single and/or family premium for each eligible regular full-time employee and each regular full-time employee shall pay 5% or no more than the monthly amounts set below (table A), whichever is the lesser amount of the single or family premium towards a Health Major Medical Group program that shall be selected by the Employer. A Copy of the Group Plan will be provided to each employee.

The health insurance program has a \$1,000 deductible per individual with a maximum of a \$2,000 deductible per family. Employees shall pay twenty percent (20%) and the Employer shall pay eighty percent (80%) of the deductible per individual. After payment of the deductible, the employees shall pay twenty percent (20%) of eligible benefits up to a maximum out-of-pocket expense, including deductible payments, of two thousand Dollars (\$2,000) per individual and a maximum family out-of-pocket expense, including deductible payments, of four thousand dollars (\$4,000) per year. The deductibles and co-insurance payments by the employees and their dependents shall remain the same during the term of this agreement.

The insurance program provided to employees will be subject to all terms and conditions of the contract with the insurance carrier.

TABLE A

For a "single" policy – 5% or an amount not to exceed \$23.00 per month

For an "Employee/Spouse" policy – 5% or an amount not to exceed \$47.00 per month

For an "Employee/Child" policy – 5% or an amount not to exceed \$43.00 per month

For an "Employee/Spouse/Child[ren]" policy – 5% or an amount not to exceed \$70.00 per month

The City reserves the right during the term of the agreement to change insurance carriers, or insurance plans provided benefits remain substantially equal. The

City shall establish an insurance committee to investigate how to reduce the cost of health insurance premiums and benefits. The City shall appoint one member of the union to be on the committee. If the committee finds another carrier that offers better benefits at the same or less cost, the City will give good faith consideration to such other carrier.

Section 2

The Employer shall provide each eligible regular full-time employee with a Twenty Thousand Dollar (\$20,000) Life and a Twenty Thousand Dollar (\$20,000) Accidental Death and Dismemberment insurance policy, Five Thousand Dollar (\$5,000) Life insurance on spouse, One Thousand Dollar (\$1,000) Life insurance on children from birth to six (6) months and Two Thousand Dollar (\$2,000) on children from six (6) months to age 19 (age 23 if full-time student).

Section 3

Employees who wish to retire before attaining sixty-five (65) years of age shall be allowed to continue participation in the Employer's Health/Medical plan under the group contract at the employee's own expense until the employee attains age sixty-five (65). An employee who wishes continuation of such coverage must request it in writing within thirty (30) days of the date the group insurance would otherwise terminate. Employees shall pay premiums monthly in advance. Continuation shall terminate when the Employee becomes eligible for Medicare (Chapter 509A13 Code of Iowa).

ARTICLE 16

Miscellaneous Provisions

Clothing and Shoe Allowance

All regular full-time employees shall be reimbursed up to \$275 per fiscal year for work related clothing. Reimbursement will be paid within ten days of receipt of invoice claims received by the Director of Finance. Each regular full-time employee and each regular part-time employee who is regularly scheduled to work thirteen hundred (1300) hours shall be reimbursed for work shoes per fiscal year not to exceed \$150.00, and boots as required. Any safety boot overcharge can be applied to the clothing allowance each year.

Professional License

The Employer will pay for the training and licenses for water and waste water only if the City requests the employee to obtain the license. The Employer will reimburse employees of the Street Department, Water Department, Sewer Department, for training to receive Commercial Drivers License (CDL), but will

not provide reimbursement for the actual license except for an endorsement for air brakes if required by the Employer.

Recreational Membership

All regular full-time employees shall receive a paid membership for the employee only in the DeWitt Fitness Center or the Aquatic Center, but not both. The employee may elect to subscribe to a family membership through a payroll deduction. The employee is responsible for all costs above that of a single membership. Regular part-time employees may pay for DeWitt Fitness Center or Aquatic Center membership at the City's group rate.

Tuition Assistance

The City shall reimburse employees for one hundred percent (100%) of the cost of tuition for job related educational courses or courses leading to job related degrees up to a maximum of \$4,400.00 per year, provided that: (1) the City approves the course before it is taken, (2) the employee attains a grade of "C" or better in the course, and (3) the employee agrees to repay the City if he leaves City employment within two (2) years of receiving reimbursement payments.

Travel Expenses

Employees will be compensated for travel expenses including use of personal automobile, meals and lodging on the same basis as all other non-bargaining unit hourly employees.

Union Dues and Check-Off

The Employer agrees to deduct uniform union dues, fees, contributions, and any assessments, from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefore, signed by the employee, all in the manner set forth in Section 20.9 of the 1985 Code of Iowa, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements, unless the employee shall give thirty (30) days written notice to the Employer of cancellation.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Union from an employee's pay. Deductions shall be made from the first paycheck of each month, and remitted within fifteen (15) days thereafter.

Emergency Response

Employees will be allowed time off without loss of pay for emergency response as a volunteer City fireman or police reserve.

ARTICLE 17

Entire Agreement

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this agreement. Therefore, the Employer and the Union for the life of this agreement, agree that the other shall not be obligated to bargain collectively with respect to any other subject covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This agreement terminates and renders inoperable all past practices and all verbal and written agreements between the parties existing prior to July 1, 1993.

ARTICLE 18

Duration of Agreement

This agreement shall be effective July 1, 2005 and shall continue through June 30, 2008.

This agreement, including any modifications thereof, shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired.

CITY OF DEWITT

BY: Don Thiltgen
Don Thiltgen, Mayor

BY: _____

BY: _____

BY: _____

TEAMSTERS LOCAL NO. 238

BY: Gary Dunham
Gary Dunham, Secretary-Treasurer

BY: Andy Sullivan
Andy Sullivan, Business Agent

BY: William Fyfe

BY: Larry Chapman



City of DeWitt

510 9th Street

P.O. Box 407 • DeWitt, Iowa 52742-0407 • (563) 659-3811 • FAX (563) 659-9021

MEMBER IOWA LEAGUE OF CITIES

APPENDIX I – WAGES

	1-Jul-05	1-Jul-06	1-Jul-07
MAYOR			
Donald J. Thiltgen			
UTILITIES LEAD PERSON	\$18.46	\$19.01	\$19.58
STREET MAINTENANCE LEAD PER	\$17.48	\$18.00	\$18.59
COUNCIL			
WASTE WATER TREATMENT PLAN	\$18.00	\$18.54	\$19.10
Margaret A. McAvan			
WATER TREATMENT PLANT OPER	\$17.56	\$18.09	\$18.63
Verlyn Scheckel			
WASTE WATER LABORATORY TEC	\$16.84	\$17.35	\$17.87
Carole J. Wasth			
MECHANIC	\$17.74	\$18.27	\$18.87
Steven J. Hasenmiller			
Kurt C. Ketelsen			
STREET LABORER II	\$15.60	\$16.07	\$16.59
STREET LABORER I	\$13.54	\$13.95	\$14.40
WATER WASTEWATER UTILITY L	\$15.55	\$16.02	\$16.50
ADMINISTRATOR			
UTILITY LABORER	\$13.51	\$13.92	\$14.34
Steve Lindner			
Regular Part-Time (minimum)	\$9.30	\$9.58	\$9.89

CHIEF OF POLICE

Gene Ellis

In addition to their wages outlined above the Water and Wastewater Utility Public Works Full-Time Employees will also be paid an additional \$.10 per hour for their work-related Iowa Department of Natural Resources professional licenses and Iowa Department of Public Works "Back Flow Prevention" license up to a maximum of 10 licenses. The increase will be effective upon written notification from the IDNR that the employee has been certified for an eligible The eligible Iowa Department of Natural Resources Licenses are listed below:

DIRECTOR OF

PARKS & RECREATION

Kevin M. Lake

Waste Water I Waste Water II Waste Water III Waste Water IV

Water Treatment I Water Treatment II Water Treatment III Water Treatment IV

Water Distribution I Water Distribution II Water Distribution III Water Distribution IV

FINANCE

Deanna Rodriguez

Employees who are hired as Utility or Street Laborers at the starting classification will be paid \$2.00 less than the rate paid to employees in the next higher classification who perform the same type of work. After an employee completes his probationary period, he shall receive a \$.50 per hour increase, after one year he shall receive an additional \$.50 per hour and after two years he shall be paid the classification II rate.

CITY CLERK

Catherine M. Benthin

BUILDING OFFICIAL

Giles H. Looney

All wage increases shall be effective as of the first pay period following July 1 of each year. The spreadsheet above reflects wage increases of 2.25% as of July 1, 2005, 3% as of July 1, 2006, and 3% as of July 1, 2007 for employees of the water and wastewater utilities. The spreadsheet above reflects wage increases of 3.25% as of July 1, 2005, 3% as of July 1, 2006, and 3.25% as of July 1, 2007 for employees of the streets department.

CITY ATTORNEY

Robert J. McGee

Regular part-time employees shall be paid an hourly amount no less than the wages set forth in Appendix I. Regular part-time employees shall receive the following wage increases annually if employed on the first day of the fiscal year 3.25% as of July 1, 2005, 3% as of July 1, 2006, and 3.25% as of July 1, 2007.



LEVEL III
(Superintendent)

A.

Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee _____ Date _____

LEVEL IV
(Arbitration)

A. _____

Signature of Aggrieved Person Signature of Association Pres.

Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date of Decision